

STATE OF NEW YORK

COUNTY OF MADISON

MINERAL DEED

This Mineral Deed (the "Deed") from Dominion Transmission, Inc. ("Grantor"), a corporation organized under the Laws of the State of Delaware, whose address for notice purposes is 445 West Main Street, Clarksburg, WV 26301, to CONSOL Energy Holdings LLC XVI ("Grantee"), a limited liability company organized under the laws of the State of Delaware, whose address for notice purposes is 1000 Consol Energy Drive, Canonsburg, PA 15317, is made effective on April 30, 2010 (the "Effective Date"). Capitalized terms used but not defined herein shall have the respective meanings set forth in that certain Purchase and Sale Agreement (the "PSA"), dated as of March 14, 2010, by and among Grantor, Dominion Resources, Inc., Dominion Energy, Inc. (collectively, the "Sellers") and Grantee.

ARTICLE 1 CONVEYANCE OF FEE INTERESTS AND ASSETS

Section 1.1 Conveyance. Grantor, for and in consideration of the sum of Ten Dollars (\$10) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, assigns and conveys unto Grantee, and Grantee hereby accepts from Grantor, all of Grantor's right, title and interest in and to the following (collectively the "Properties")¹:

(a) the mineral fee interests that are set forth on Exhibit A-1, and all other mineral fee interests or other interests in any lands set forth on Exhibit A-1, whether or not such other interests are specifically described therein, including (i) all pooled, communitized or unitized acreage which includes all or a part of any such interests or other rights and (ii) all tenements, hereditaments and appurtenances belonging thereto, but excluding, subject to Section 1.1(c) of this Deed, DTI's right, title and interest (subject to existing encumbrances) in and to the surface owned or held in fee overlying any such interests described in this

¹ Each grantor named in Exhibits A-1 and A-2 to this Deed is the original grantor or a successor or assign to the original grantor, and each grantee named therein is the original grantee or a successor or assign to the original grantee.

Section 1.1(a) other than those described in Section 1.1(a)(ii) (subject to such exclusions, the "Mineral Interests");

(b) all easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights or interests appurtenant to, and, to the extent used or held for use for, the Additional Properties, including pore spaces within rock bodies (including spaces between grains, fractures, vesicles, and voids formed by dissolution); and

(c) without limiting the rights or interests granted above, the right to operate, maintain, use and access for reasonable business purposes any part of the surface overlying the Company Mineral Interests and the Excluded DEPI Interests, set forth on Exhibit A-2, or the Mineral Interests, including, any roads, easements and rights-of-way on or related thereto, and to construct additional roads, pipelines and power lines and related equipment and facilities thereon, in each case on a non-exclusive basis in reasonable cooperation with Grantor.

EXCEPTING AND RESERVING to Grantor, however, the Excluded Assets and the Excluded DEPI Interests.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Deed.

Section 1.2 Special Warranty and Disclaimer. Grantor hereby warrants title to the Properties, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against all persons claiming or to claim the same or any part thereof, by through or under Grantor from January 28, 2000, but not otherwise. Except as provided in the preceding sentence, Grantor makes no, and expressly disclaims and negates any, warranty or representation, express, implied, statutory or otherwise, with respect to Grantor's right, title or interest to any of the Properties. The foregoing notwithstanding, Grantor hereby assigns to Grantee all rights, claims and causes of action under title warranties given or made by Grantor's predecessors in interest and Grantee is specifically subrogated to all rights which Grantor may have against such predecessors in interest with respect to the Properties, to the extent Grantor may legally transfer such rights and grant such subrogation.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

Grantee assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Seller Obligations, to the extent related to the Properties.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Further Assurances. Grantor and Grantee each agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other for carrying out the purposes of this Deed.

Section 3.2 PSA. This Deed is delivered pursuant to, and hereby made subject to, the terms and conditions of the PSA. In the event that any provision of this Deed (other than any term defined herein) is construed to conflict with any provision of the PSA, the provisions of the PSA (other than with respect to terms defined herein) shall be deemed controlling to the extent of such conflict.

Section 3.3 Setback Guidelines. This Deed is made subject to the spacing and setback guidelines set forth in Appendix A (the "Setback Guidelines"). The Setback Guidelines shall be (and constitute) covenants running with the Properties, and shall inure to the benefit of and bind Grantor and Grantee, their successors and assigns of the Properties.

Section 3.4 Successors and Assigns. This Deed shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 3.5 Titles and Captions. All article or section titles or captions in this Deed are for convenience only, shall not be deemed part of this Deed and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Deed, references to "Articles" and "Sections" are to Articles and Sections of this Deed, and references to "Exhibits" are to Exhibits attached to this Deed, which are made parts hereof for all purposes.

Section 3.6 Counterparts.

(a) This Deed may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

(b) To facilitate recordation, there may be omitted from the Exhibits to this Deed in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

Section 3.7 Declaration of Consideration or Value. The undersigned does hereby declare, under penalty of fine and imprisonment, that the total consideration paid for the property conveyed by the document to which this declaration is appended is \$6,818.00.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Deed as of the date set forth above:

GRANTOR:

DOMINION TRANSMISSION, INC.

By: 

Name: Christine M. Schwab

Title: Authorized Representative

GRANTEE:

 CONSOL ENERGY HOLDINGS LLC XVI

By: 

Name: Robert P. King

Title: Executive Vice President

GRANTOR:

DISTRICT OF COLUMBIA

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CHRISTINE M. SCHWAB

On the 30th day of April, 2010, before me, the undersigned, a notary public in and for said state, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individual acted, executed the instrument.

Linda M. Cartwright
Printed Name: Linda M. Cartwright
Notary Public, District of Columbia

My commission expires: LINDA M. CARTWRIGHT
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires January 1, 2012

GRANTEE:

DISTRICT OF COLUMBIA

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ROBERT P. KING

On the 30th day of April, 2010, before me, the undersigned, a notary public in and for said state, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individual acted, executed the instrument.

William J. Scott
Printed Name: William J. Scott
Notary Public, District of Columbia

My commission expires: WILLIAM J. SCOTT
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires May 14, 2014

GRANTOR'S ADDRESS & TELEPHONE
NUMBER:

Dominion Transmission, Inc.
445 West Main Street
Clarksburg, WV 26301
304.627.3000

GRANTEE'S ADDRESS & TELEPHONE
NUMBER:

CONSOL Energy Holdings LLC XVI
1000 Consol Energy Drive
Canonsburg, PA 15317
724.485.4167

THIS INSTRUMENT PREPARED BY:

David M. Castro Jr.
Baker Botts L.L.P.
One Shell Plaza
910 Louisiana
Houston, TX 77002
713.229.1234

EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN MINERAL DEED
BY AND AMONG DOMINION TRANSMISSION, INC. AND CONSOL ENERGY
HOLDINGS LLC XVI

MINERAL INTERESTS

[To be attached at Closing]

EXHIBIT A-2

ATTACHED TO AND MADE A PART OF THAT CERTAIN MINERAL DEED
BY AND AMONG DOMINION TRANSMISSION, INC. AND CONSOL ENERGY
HOLDINGS LLC XVI

COMPANY MINERAL INTERESTS AND EXCLUDED DEPI INTERESTS

[To be attached at Closing]

APPENDIX A

ATTACHED TO AND MADE A PART OF THAT CERTAIN MINERAL DEED
BY AND AMONG DOMINION TRANSMISSION, INC. AND CONSOL ENERGY
HOLDINGS LLC XVI

SETBACK GUIDELINES

1. Grantee acknowledges that Grantor is a provider of utility services and that it owns and operates certain facilities for natural gas gathering, transmission and storage operations (“Facilities”) on the surface estate of the Mineral Interests (the “Surface Area”). Prior to performing any drilling or construction operations on the Setback Areas (as defined below), and prior to any operations that would require Grantee to perform blasting activities within two hundred feet (200’) of Grantor’s Facilities, Grantee shall provide thirty (30) days’ prior written notice to the DTI Manager, Field Engineering Conformation (the “DTI Manager”), at Address 445 W. Main Street, Clarksburg, West Virginia 26301. If Grantor objects to such operations, Grantor and Grantee shall use good faith efforts to resolve such dispute in a manner that recognizes the needs of both parties. Grantor may change the address set forth in this section at any time for notice purposes and/or designate that notices required hereunder be directed to another person at another address, by providing written notice thereof to Grantee.
2. In Grantee’s performance of operations on the Surface Area:
 - (a) Unless Grantee has received Grantor’s approval, Grantee shall not perform any operations within: (i) twenty-five feet (25’) of any gathering lines, (ii) fifty feet (50’) of any transmission line, or (iii) two hundred feet (200’) of any of Grantor’s structures (collectively, the “Setback Areas”).
 - (b) In the event that Grantee conducts operations within the Setback Areas, Grantee shall comply with Grantor’s construction guidelines, which will be provided to Grantee by the DTI Manager following the approval of the relevant operations. All reasonable costs of complying with such guidelines are to be borne by Grantee.
 - (c) Grantee shall comply with all applicable State One Call notification requirements or other applicable regulations prior to conducting any operations on the Surface Area.

**EXHIBIT A-1
MINERAL INTERESTS
MADISON, NY**

PROPERTY NO.	ORIGINAL GRANTOR	DEED DATE	ORIGINAL GRANTEE	GROUP CODE	BOOK	PAGE	TCT	TOWNSHIP/ DISTRICT
056187/A	LAWRENCE A. BEST	02/04/1953	NY STATE NATURAL GAS CORP.	FEE	0482	0478	1	DE RUYTER TOWN
057703	HARLOW E. ROBERTS ET AL	09/22/1954	NY STATE NATURAL GAS CORP.	FEE	0501	0453	1	SULLIVAN TOWN
060357	STANLEY A. PIETROSKI ET AL	06/27/1957	NY STATE NATURAL GAS CORP.	FEE	0540	0563	1	ONEIDA CITY
060741	HARRY LA MUNION ET AL	03/06/1958	NY STATE NATURAL GAS CORP.	FEE	0548	0032	1	STOCKBRIDGE TOWN
062580	NICK ZUPAN ET AL	08/04/1959	NY STATE NATURAL GAS CORP.	FEE	0565	0017	1	CAZENOVIA TOWN
067493	EMERSON F. HALL	06/17/1964	NY STATE NATURAL GAS CORP.	FEE	0612	0300	1	DE RUYTER TOWN
076727	LEE GAUT ET AL	07/20/1967	CONS. GAS SUPPLY CORP.	FEE	L634	0218	1	NELSON TOWN
076961	ERNEST WILLARD WAITE	06/23/1967	CONSOLIDATED GAS SUPPLY COR	FEE	0633	0509	1	NELSON TOWN
077758	LEON KORZENIEWSKI ET UX	04/15/1969	CONSOLIDATED GAS SUPPLY COR	FEE	0644	0121	1	EATON TOWN
093925	DOUGLAS L. CHARLES	12/28/1994	CNG TRANSMISSION CORPORATION	FEE	1003	0109	1	EATON TOWN

**EXHIBIT A-2
COMPANY MINERAL INTERESTS AND
EXCLUDED DEPI INTERESTS
MADISON, NY**

Company Mineral Interests:

PROPERTY NO.	ORIGINAL GRANTOR	DEED DATE	ORIGINAL GRANTEE	GROUP CODE	BOOK	PAGE	TCT	TOWNSHIP/ DISTRICT
None								

Excluded DEPI Interests:

PROPERTY NO.	ORIGINAL GRANTOR	DEED DATE	ORIGINAL GRANTEE	GROUP CODE	BOOK	PAGE	TCT	TOWNSHIP/ DISTRICT
None								